

son with the organic injuries on account of the possible curability of these functional cases.

6. That there is no considerable danger of an increase of the traumatic neuroses.

7. That there is no practical way of eliminating those predisposed to the psychoneuroses from occupations of a hazardous nature.

SOME REMARKS ON INDUSTRIAL INSURANCE WORK.*

By M. E. RUMWELL, M.D., San Francisco.

The writer asks that these remarks be regarded as entirely informal, and not authoritative, and that any statements be regarded merely the outcome of a brief experience with the Medical Department of the Industrial Accident Commission of California.

The Workmen's Compensation, Insurance and Safety Act is a law and has been in force for nearly a year and a half, during which time the Medical Department of the Commission has gained many impressions and in some instances conclusions have been arrived at. These impressions have been modified from time to time, but the increased interest, more friendly attitude and the added co-operation of those medical men with whom it has come in contact has led this department to think that at least some of its conclusions are along the right track. It is quite impossible to cover the whole field in a paper of this sort and it is simply in the spirit of endeavoring to present to your society some of these ideas as they exist at the present time, that this paper is offered.

Very briefly, the fundamental idea of this whole act is to get the injured, idle, unproductive man back to work and to help him during his enforced idleness following accidental injury.

The relations, under the law, of the injured person to his employer and doctor are fairly definite. He is protected in that medical care must be accorded him by his employer for a period of ninety days following his injury. His relation to his doctor under these circumstances is a satisfactory one in that it is incumbent upon him to rigidly follow out the latter's instructions. Failure on his part to comply with these jeopardizes any compensation which he might receive under the law. Having the patient under proper discipline naturally aids the medical man in securing better results.

The relations of the medical man to the insurance carrier, in order to be put on the best footing, carry certain obligations on his part. He must remember that he is to be reimbursed by the insurance carrier, and therefore if he accepts such arrangement he should aid the carrier by keeping it informed as to the nature and progress of his case. This is accomplished by rendering accurate and early reports.

These reports have aroused a great deal of discussion. They are necessary from a business standpoint. There is no need for them to be made onerous by the carrier. They can be brief and a

multiplicity of reports should not be demanded. It has been noted, for instance, that certain final reports are asked of physicians, involving the answering of a great many questions necessitating the consulting of history, interviewing of patient, etc., procedures taking up at least twenty minutes or a half hour. For this no recompense is offered the surgeon. These reports are not needed in the average case, as enough information has been gained by the first and necessary subsequent reports. Extraordinary procedures where needed should be reported and the carrier given the opportunity to advise in the premise. The carrier is responsible for the cost of these, and has the right to be kept informed as to their nature.

As to the making out of bills for services rendered, it is only fair that doctors state definitely what they have done. This is a business proposition. An intelligent approval of such bills is contingent upon a full description of the service rendered. Doctors must also remember that many of these companies operate from a distance, and that offices in this city are merely branch offices and business transactions taking place here are subject to the scrutiny of their home office. If a medical man is chosen to take up this work it is incumbent upon him to see that the care of his case does not involve attention that is not absolutely necessary. For instance, one doctor having charge of a case of a fractured patella, rendered a statement in the sum of \$22.50 for setting this fracture, after which he made 168 visits at a charge of \$2.00 a visit. Comment on such statement is not necessary.

As to the relation of the insurance carrier to the medical man: The wide institution of insurance against industrial accidents, in this state at least, is a new procedure, and in all probability as time goes on some of the methods adopted by insurance companies will be modified, and it is likely with a better understanding of the work in hand, that confidence between the insurance carrier and the doctor will be greatly increased.

The employer in purchasing insurance against industrial accidents conveys the whole responsibility of the care of the injured individual, consisting of proper treatment, hospital attention, etc., to the carrier. Therefore the carrier assuming this responsibility, is required to select medical men to take charge of its cases. No fault can be found with such action if the choice is made with reference to the ability of the medical men and the suitability of their surroundings in the treatment of these cases; but where such choice is made with the simple idea of diminishing medical fees, the Medical Department of the Commission believes that the end result will prove a poor one from an economic standpoint. In discussing this matter the medical director of one of the insurance carriers stated that they used the fee schedule as adopted by the State Medical Society, but that in large cities they had another schedule because they found that they could have the work done more cheaply where proper organization could be attained. It is right and proper that insurance carriers should be conversant with the personnel

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of the men employed, but it does not seem wise that they should interfere with the prerogative of the average man in attending these cases if he so desires, with the simple idea of cutting down a system of charges to which they have already acquiesced.

Carriers have assumed the right of reducing fees. The Medical Department of the Industrial Accident Commission thinks that they might also exercise the reverse function, and raise fees where the doctor has erroneously claimed less than the fee schedule entitles him to.

Being responsible for the payment of medical attendance, the carrier under the law has the right to remove its case from the hands of one doctor, and place it in those of another. The mere fact that the original attendant on the case has not some arrangement with the carrier for the payment of services, is not, in the opinion of the Medical Department of the Commission, a good and sufficient reason for such action; and it believes that any regularly licensed practitioner who desires to do this work under the provisions of the fee schedule, should be protected in that prerogative. It desires that the patient and employer be satisfied with the selection of medical men, and it believes that the confidence of the patient in the ability of his own medical man, is a great factor in aiding in his ultimate recovery and his return to work. It is undoubtedly a fact that such individual would have more faith in the word of his own doctor and will believe that his own doctor will have his interest more at heart. In turn the medical man will be more familiar with the idiosyncrasies of the patient. Accordingly, all other things being equal, the State Compensation Insurance Fund has allowed the injured individual to select his own medical attendant. However, under certain circumstances the fund endeavors to guide in this selection, and recognizes the services of regularly licensed practitioners of medicine and surgery *only* as being eligible to care for industrial accident cases coming under its jurisdiction, and insurers are advised that the services of such as osteopaths, chiropractors, naturopaths, etc., are not acceptable unless prescribed by regularly licensed practitioners of medicine and surgery.

The remarks immediately above must not be construed to mean that the commission or fund believes that the injured workman should necessarily have his own doctor. The law provides that the employer should furnish medical care. However, a liberal interpretation of this should be allowed as indicated above.

The question of suit for malpractice in the care of these cases has been spoken of. The doctor, though paid by the insurance carrier, acts for himself and plays the role of an independent contractor, and therefore is responsible for the medical attendance on the case. However, if the insurance carrier has employed the doctor, and he, through inefficient treatment has prolonged disability, etc., then the carrier has by negligently employing such an inefficient man, rendered itself responsible for any increase in medical cost or

compensation which may arise out of improper treatment.

However, it is undoubtedly true that the insurance company through the regular administration of its business, can be of the greatest aid against such suit. No man who has proper records on file, who has by the aid of the insurance carrier had consultation and laboratory investigation, who has on record testimony as to the progress of the case, nature of treatment, and who has given conscientious care to his patient, need worry about the result in any suit for malpractice. The Industrial Accident Commission is endeavoring to maintain an attitude of discouragement toward such procedure, and incidentally it has been found on inquiry at the office of the State Medical Society, that there is record of but two suits having been filed in this type of work.

It does not come within the scope of this paper to discuss the fees as adopted under the fee schedule, but the writer will take the liberty of stating in part what, in the opinion of the Medical Department of the Commission, is a proper interpretation of this schedule. The carrier has to be guided by some standard. This standard in this state is a fee schedule, and the interpretation of this fee schedule is a matter of the greatest importance. The very nature of medical service is such that a fee schedule must be elastic. In rendering statements for their services medical men must be honest in the amount of attention given to the individual case and in the estimate of the value of the same. It is essential that a feeling of confidence be established between the insurance carrier and the medical man. Undoubtedly at the present time many medical men feel that any statement rendered to an insurance company is liable to be subject to request for reduction; and many insurance carriers believe that statements rendered by medical men are made out with the idea of meeting such request. Fundamentally this is all wrong.

It would seem at the present writing that an endeavor toward the establishment of a better feeling in this relationship might be instituted by the insurance carrier. If the insurance carriers are willing to accept and do accept reports from medical men as to the condition of the injured individual, as to the degree of disability suffered by him and so on, then the insurance carrier should be willing to accept the word of the surgeon as to what will be the proper remuneration under the schedule for the service he has rendered. In this very regard may be mentioned the fact that the Medical Department of the Commission has come in contact with schedules issued by carriers doing business in this state, which are at variance with that adopted by the State Medical Society, Industrial Accident Commission and insurance carriers. In the very first part of this latter the following paragraph is to be found: "These fees represent a minimum. Fees higher than schedule will be approved when warranted by extraordinary difficulties encountered by the surgeon." In one schedule issued by an insurance company this whole paragraph is omitted. In the fee schedule issued by

one other company, the fact that fees quoted represent a minimum, is omitted. The Medical Department of the Commission holds that such modification of the fee schedule is not in keeping with the establishment of the best relationship between the carrier and medical man.

Industrial accident surgery is not altogether the work for the young and inexperienced man. It is well to remember that other issues are at stake beside the mere relation of doctor and patient; the mere matter of treating a man and getting a result. There has to be taken into consideration the future ability of this man to earn his living, the payment of compensation in case he is not fully recovered, and the matter of future justification of the methods of treatment used—all of which may be subject to the scrutiny of the Industrial Accident Commission.

In many instances it has required men of the very keenest power of observation and great clinical experience to cope with some of the problems that have arisen. Take, for instance, the matter of malingering, cases coming under the caption of the "traumatic neuroses," serious bone injuries, and many other pathological conditions necessitating mature and sober judgment. The character of the reports that come under the observation of the Medical Department of the Commission, have very accurately confirmed the opinion held by it of the ability of the doctor and the work done by him.

Increased attention has been drawn to certain pathological lesions. In this regard could be mentioned instances where very serious skeletal injuries have not been found until a referee has investigated the case, for instance, a number of fractures of the spine have been discovered where no mention of the same has occurred in reports from the first attending surgeon. Special attention has been drawn to injuries of the hand with especial reference to the proximal row of carpals, to the presence of constitutional affections such as syphilis, tuberculosis and their relation to accident, and increasingly to the relation between tumor and trauma. These latter having great significance in the matter of cause and effect as bearing on compensation.

Considerable misunderstanding has existed as to what reports should be rendered the Industrial Accident Commission and the State Compensation Insurance Fund. All industrial accidents requiring medical aid or causing disability lasting through the day of injury, must be reported to the Industrial Accident Commission. The State Compensation Insurance Fund is an insurance carrier and from surgeons attending injured individuals whose employers are insured with it, the fund asks a preliminary, brief surgical report covering the accident sustained. This is practically all that is asked. This report consists of but eleven questions, one-half of which can probably be answered in one or two words. Subsequent very brief bi-weekly reports are asked where cases are of a serious nature requiring continuous medical attention, or where compensation is being paid. Where report is asked and is

contingent upon examination being made, such examination is paid for.

In considering bills for services the spirit of the fee schedule is followed out, and fees as noted therein are regarded as minimum. A representation of unusual service is always considered. In this consideration the medical man is given the benefit of the doubt as he is on the premises and knows what is required. Where it is the question of approval for unusual procedure not scheduled, advice is sought from men doing similar work as to what would be a proper fee under similar circumstances. The fund holds that the medical man is its representative, and relies upon him to carry out these services as economically as is consistent with good work and the proper payment for the same.

This work is a good work. It would seem that as time goes on, the attitude of many which at this time may not be favorable, will change, and as the work is better understood it will be found to be of greater interest and profit than is now thought. The writer believes that the great factor in work toward better understanding between the insurance carrier and the doctor, is the establishment of good faith. Once this is accomplished, the attitude of all toward this work will materially change. The injured man will receive better care and consideration. The insurance carrier will be asked less for medical expense and compensation. The cost of this care, namely, the payment of premium on the part of the employer, will be diminished, and the doctor will be properly paid for his work.

INTERNAL MEDICINE IN RELATION TO INDUSTRIAL ACCIDENTS.*

By RENÉ BINE, M. D., San Francisco.

When the Chairman of your Executive Committee asked me to participate in this evening's program, it was with the greatest reluctance and hesitation that I agreed to do so. My reason for wishing a postponement of this symposium was to allow further time to study the records of the Industrial Accident Commission as well as to permit an extensive study of the literature, little of which is available in our San Francisco libraries. But in view of our holding no meetings in June and July, your Executive Committee deemed it wiser to hold these discussions tonight rather than to wait until August.

In the remarks that are to follow, it must be well borne in mind that the entire field under discussion is new to the large majority of California practitioners, and it must be realized that I am only attempting in a very sketchy way to point out the problems with which the internist is confronted when brought face to face with the Compensation Act, and, in doing this (however superficially), to stimulate all of you to better observation of cases in the future, so that when we have another symposium on this subject we may be able to throw more light on many of the difficult questions confronting us.

* Read before the San Francisco County Medical Society, May 11, 1915.